

RECORDATION NO. 18827-66 FILED

MAY 2 '97 11-49AM

ALVORD AND ALVORD
ATTORNEYS AT LAW
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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

May 2, 1997

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are three (3) copies of Supplement No. 30 to Assignment and Security Agreement (Chattel Mortgage), dated as of May 2, 1997, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement, dated as of May 31, 1994, previously filed with the Commission under Recordation Number 18827.

The names and addresses of the parties to the enclosed document are:

Debtor: ACF Industries, Incorporated
620 North Second Street
St. Charles, Missouri 63301

Secured Party: Fleet Bank, N.A.
1133 Avenue of the Americas
New York, New York 10036

A description of the 22 railcars being ADDED to the Security Agreement is set forth on Schedule I attached to the Supplement No. 30.

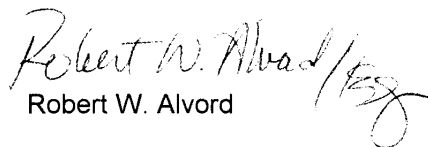
C. Counterparts - E. M. Lester

Mr. Vernon A. Williams
May 2, 1997
Page 2

Also enclosed is a check in the amount of \$24.00 payable to the order of the
Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,


Robert W. Alvord

RWA/bg
Enclosures

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20427-0001

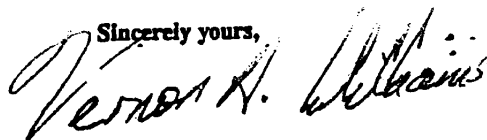
5/2/97

Robert W. Alvord
Alvord And Alvord
918 Sixteenth Street, NW., Ste. 200
Washington, DC., 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/2/97 at 11:49AM, and assigned recordation number(s). 20667, 20668 and 18827-GG.

Sincerely yours,

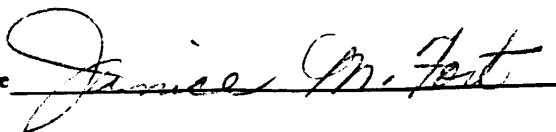


Vernon A. Williams
Secretary

Enclosure(s)

\$ 72.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



18827-66
FILED
MAY 2 '97 11-49 AM

**SUPPLEMENT NO. 30
TO ASSIGNMENT AND SECURITY AGREEMENT
(CHattel MORTGAGE)**

SUPPLEMENT No. 30 to the ASSIGNMENT AND SECURITY AGREEMENT (CHattel MORTGAGE) dated as of May 31, 1994, as amended to date (the "Security Agreement"), by and between ACF INDUSTRIES, INCORPORATED, a New Jersey corporation (the "Debtor"), and FLEET BANK, N.A., a New York banking corporation (the "Secured Party").

1. This Supplement is executed and delivered pursuant to the Security Agreement in order to more particularly identify certain of the Collateral which the Debtor has assigned and granted, or does hereby assign and grant, a security interest in and to the Secured Party, and to confirm the assignment under, and security interest created by, the Security Agreement with respect to such Collateral. Any term defined in the Security Agreement (or in the Credit Agreement referred to therein) and used herein shall have the meaning as defined therein.

2. The Debtor has transferred, conveyed, warranted, mortgaged, delivered, pledged, assigned and granted to the Secured Party, its successors and assigns, and does hereby transfer, convey, warrant, mortgage, deliver, pledge, assign and grant to the Secured Party a security interest in, in each case pursuant to the Security Agreement and as collateral security for payment and performance of the Obligations, all and singular of the Debtor's rights, title and interest in and to the following Collateral described in paragraphs 2(a) and 2(b) hereof and all Proceeds thereof:

(a) All those certain railroad tank cars and covered hopper cars described on Schedule I hereto and made a part hereof (individually, an Item of Equipment, and collectively constituting Equipment, for purposes of the Security Agreement), together with all accessories, equipment, parts and appurtenances appertaining or attached to any such Equipment, whether now owned or at any time hereafter acquired by the Debtor, and all substitutions, replacements of, and additions, improvements and accumulations to, any and

all of said Equipment, together with all rents, issues, income, profits and avails therefrom and any and all Mileage Credits relating thereto and any and all Proceeds thereof.

(b) All right, title and interest of the Debtor in and to each and every Lease (whether or not such Lease is in writing or is for a term certain, including, without limitation, per diem leases), now or hereafter existing, relating to, but only to the extent relating to, the Equipment described in paragraph 2(a) hereof, including, without limitation, the Leases specified on Schedule I hereto (each such Lease, including all amendments, supplements, other modifications and schedules thereto, constituting an Assigned Lease for purposes of the Security Agreement), and including, without limitation, the immediate and continuing right to collect and receive any and all payments due or to become due under any Assigned Lease, whether as contractual obligations, damages or otherwise (to the extent such payments are derived from the Equipment) and all Proceeds of any thereof (such payments constituting Assigned Lease Proceeds for purposes of the Security Agreement), and otherwise in accordance with the provisions of the Security Agreement.

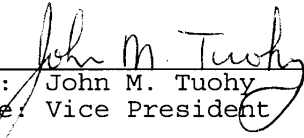
3. All provisions of the Security Agreement are hereby incorporated in this Supplement and made a part hereof. Schedule I hereto shall be deemed an addition to, and the properties described in paragraphs 2(a) and 2(b) hereof shall become part of, Schedule I to the Security Agreement. By their execution and delivery of this Supplement, the parties hereto hereby reaffirm all of the provisions of the Security Agreement.

IN WITNESS WHEREOF, the parties hereto have
executed and delivered this Supplement in one or more
counterparts as of this day of April, 1997.

ACF INDUSTRIES, INCORPORATED

By: _____
Name: Umesh Choksi
Title: Treasurer

FLEET BANK

By:  _____
Name: John M. Tuohy
Title: Vice President

[Signature Page to Supplement No. 30 to Fleet Security Agreement]

IN WITNESS WHEREOF, the parties hereto have
executed and delivered this Supplement in one or more
counterparts as of this ~~2nd~~ day of ~~April~~, 1997.

^{may}
ACF INDUSTRIES, INCORPORATED

By: Umesh Choksi
Name: Umesh Choksi
Title: Treasurer

FLEET BANK

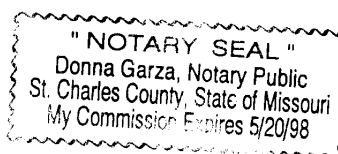
By: _____
Name: John M. Tuohy
Title: Vice President

[Signature Page to Supplement No. 30 to Fleet Security Agreement]

STATE OF MISSOURI)
) ss.:
COUNTY OF ST. CHARLES)

On this 28th day of April, 1997, before me,
personally appeared Umesh Choksi to me known, who being by
me duly sworn, says that he resides at Chesterfield,
Missouri and is Treasurer of ACF INDUSTRIES, INCORPORATED;
that said instrument was signed on behalf of said
corporation on the date hereof by authority of its Board of
Directors; and he acknowledged that the execution of the
foregoing instrument was the free act and deed of said
corporation.


Notary Public



STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this ____ day of April, 1997 before me,
personally appeared John M. Tuohy, to me known, who being by
me duly sworn, says that he resides at New York, New York
and is Vice President of FLEET BANK, N.A.; that said
instrument was signed on behalf of said corporation on the
date hereof by authority of its Board of Directors; and he
acknowledged that the execution of the foregoing instrument
was the free act and deed of said corporation.

Notary Public

STATE OF MISSOURI)
) ss.:
COUNTY OF ST. CHARLES)

On this ____ day of April, 1997, before me,
personally appeared Umesh Choksi to me known, who being by
me duly sworn, says that he resides at Chesterfield,
Missouri and is Treasurer of ACF INDUSTRIES, INCORPORATED;
that said instrument was signed on behalf of said
corporation on the date hereof by authority of its Board of
Directors; and he acknowledged that the execution of the
foregoing instrument was the free act and deed of said
corporation.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 1st day of May, 1997 before me,
personally appeared John M. Tuohy, to me known, who being by
me duly sworn, says that he resides at New York, New York
and is Vice President of FLEET BANK, N.A.; that said
instrument was signed on behalf of said corporation on the
date hereof by authority of its Board of Directors; and he
acknowledged that the execution of the foregoing instrument
was the free act and deed of said corporation.

Notary Public

ROBYN G. STEINBERG
Notary Public State of New York
No 01ST5026264
Qualified in New York County
Commission Expires April 18, 1998

4/24/97 10:55 AM

SCHEDULE I
(TO SECURITY AGREEMENT)
EQUIPMENT AND LEASES

1

Lessee	Contract	Rptg Mark	Car Number
IMPERIAL OIL LIMITED	6914	ACFX	73108
IMPERIAL OIL LIMITED	6914	ACFX	73119
IMPERIAL OIL LIMITED Count			2
REXENE COMPANY	50570021	ACFX	68101
REXENE COMPANY	50570021	ACFX	68102
REXENE COMPANY	50570021	ACFX	68103
REXENE COMPANY	50570021	ACFX	68104
REXENE COMPANY	50570021	ACFX	68105
REXENE COMPANY	50570021	ACFX	68106
REXENE COMPANY	50570021	ACFX	68107
REXENE COMPANY	50570021	ACFX	68108
REXENE COMPANY	50570021	ACFX	68109
REXENE COMPANY	50570021	ACFX	68110
REXENE COMPANY	50570021	ACFX	68111
REXENE COMPANY	50570021	ACFX	68112
REXENE COMPANY	50570021	ACFX	68113
REXENE COMPANY	50570021	ACFX	68114
REXENE COMPANY	50570021	ACFX	68115
REXENE COMPANY	50570021	ACFX	68116
REXENE COMPANY	50570021	ACFX	68117
REXENE COMPANY	50570021	ACFX	68118
REXENE COMPANY	50570021	ACFX	68119
REXENE COMPANY	50570021	ACFX	68120
REXENE COMPANY Count			20
Grand Count			22